



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

stores oil in stationary tanks and transports the same by tank wagons or in barrels through the streets of the city for the purposes of distribution or delivery to purchasers, is reasonable in its classification of the persons and corporations taxable thereunder, and does not violate the constitutional requirements of uniformity and against discrimination.

[Ed. Note.—For cases in point, see vol. 32, Cent. Dig. Licenses, §§ 8, 9.]

---

MARBACH *v.* HOLMES.

March 1, 1906.

[52 S. E. 828.]

**1. Ejectment—Evidence—Title.**—Where both parties in ejectment claim the land from a common source, it is unnecessary for either to trace title beyond that source.

**2. Adverse Possession—Possession of Purchaser—Disavowal of Vendor's Title.**—The possession of a purchaser under an incomplected contract of sale does not become adverse until there is a severance of the relation of vendor and purchaser by a distinct avowal on the purchaser's part that he is holding adversely to the vendor, and notice of such avowal is brought home to the vendor.

[Ed. Note.—For cases in point, see vol. 1, Cent. Dig. Adverse Possession, §§ 343-346.]

**3. Ejectment—Adverse Possession—Evidence.**—In ejectment, where the defense was adverse possession, the record of a suit for specific performance brought three years before the commencement of the ejectment action by defendant against his alleged vendor, under whom plaintiff claimed, in which suit the bill was dismissed, was admissible to show that defendant's possession was not adverse at that time.

---

SMOKELESS FUEL CO. *v.* W. E. SEATON & SONS.

March 1, 1906.

[52 S. E. 829.]

**1. Contracts—Consideration—Mutual Promises.**—Where the consideration for the promise of one party is the promise of the other party, there must be absolute mutuality of engagement, so that each party may have the right to hold the other to a positive agreement.

[Ed. Note.—For cases in point, see vol. 11, Cent. Dig. Contracts, § 345.]

**2. Sales—Consideration—Mutuality.**—A contract reciting that the first party had sold to the second party from 1,000 to 1,500 tons of coal at a certain price, to be shipped as ordered between the date of